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Timothy W. Dore  
**U.S. Bankruptcy Court**  
(Dated as of Entered on Docket date above)

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Honorable Timothy W. Dore  
Chapter 7  
Hearing: July 13, 2012  
Response Date July 6, 2012

**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

In Re:

**BARRETT, THOMAS J AND KRITSONIS,  
MARIA ANASTASIA**

Debtor(s).

**No. 10-18166-TWD  
ORDER APPROVING SALE OF  
REAL ESTATE FREE AND CLEAR  
OF LIENS AND ENCUMBRANCES,  
AUTHORIZING DISTRIBUTION TO  
FIRST LIEN HOLDER AND  
PAYMENT OF CLOSING COSTS  
AND REAL ESTATE COMMISSION  
AND BUYER'S PREMIUM FOR  
ESTATE**

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THIS MATTER came on before this Court on the Trustee's Motion to Approve a Sale of real property Free and Clear of Liens, Claims and, and the Court having reviewed the Motion and Notice, and noting that no timely objections or responses have been filed, and being duly ORDER APPROVING SALE OF REAL ESTATE FREE AND CLEAR OF LIENS ETC.

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400 Warren Ave., Suite 411  
Bremerton, WA 98337  
(360) 377-2516

1 advised of the premises of this matter and good cause appearing, NOW, THEREFORE, it is  
2 hereby ORDERED as follows:

3       1. The sale of the property commonly known as 6604 Lake Washington  
4 Blvd. SE Newcastle, WA 98056 to Shu-Chiao Hung for the sum of \$300,000 plus a buyer's  
5 premium of \$20,000 is APPROVED.. The property is legally described as:  
6

7 **THAT PORTION OF TRACT 174 OF C.D. HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN  
8 ADDITION TO SEATTLE DIVISION NO. 3, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS,  
9 PAGE 81, RECORDS OF KING COUNTY AUDITOR; LYING EAST OF WASHINGTON BOULEVARD  
10 EXCEPT THAT NORTH 30 FEET AND THE SOUTH 533 FEET THEREOF**

11 **SITUATE IN THE CITY OF NEWCASTLE, COUNTY OF KING, STATE OF WASHINGTON.**

12       TAX ACCOUNT NO.: 3343300965

13       2. The sale will be **FREE and CLEAR** of all liens claims and encumbrances and  
14 any secured claims not paid at closing will attach to the proceeds of sale, other than the buyer's  
15 premium, to the extent there are proceeds to which they attach.  
16

17       3. The sale of this property shall not close without the written consent of Bank of  
18 America which will not be required to release its lien on the property until it receives the amount  
19 it agrees to accept pursuant to a written short sale agreement with the Trustee. The actual short  
20 sale letter provided by the Bank of America to the Trustee may omit specific reference to the  
21 buyer's premium or and the Trustee may sign the agreement provided, however, Bank of  
22 America will be informed of the buyer's premium by being provided with a copies of this  
23 Order, the Purchase and Sale Agreement and the HUD closing statement which shall include a  
24 line item for the buyer's premium.  
25  
26

27  
28  
29 ORDER APPROVING SALE OF REAL ESTATE FREE AND  
CLEAR OF LIENS ETC.

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4. If there is bidding with other buyers or further negotiations with the Bank of America and the sales price increases or decreases, no further Order of this Court is necessary so long as the amount of the buyer's premium is not less than \$20,000 and Bank of America agrees in writing to the amount it is to receive from the sale.

5. The Trustee is authorized to pay a real estate commission of 6% to Stephanie Kristen and Richard Eastern and Windermere Realty (to be split as is customary in the industry), real estate taxes, real estate excise tax and other closing costs typically paid by a seller of residential real estate.

6. Payment of miscellaneous costs such as utilities or clean up costs may be made from the buyer's premium carve out if necessary and the trustee is authorized to disburse these amounts at closing or after closing from funds that the estate receives from the sale.

7. The Trustee is the seller in this transaction and may sign all documents typically signed by an owner in a short sale transaction.

. 8. The purchasers are good faith purchasers for value and this is an arms' length transaction.

~~9. The absence of an objection to this sale by a junior lien holder constitutes implied consent to the sale.~~

//END OF ORDER///

Presented by: Law Offices of Michael B. McCarty

/s/ Michael B. McCarty  
Michael B. McCarty, WSBA# 13162  
Trustee

**ORDER APPROVING SALE OF REAL ESTATE FREE AND  
CLEAR OF LIENS ETC.**

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